

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS				1. REQUISITION NUMBER 0-0-N8-12-27-A02		PAGE 1 OF 35	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER TIRNO-00-Q-00125	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Paul A. Attorri		b. TELEPHONE NUMBER (No collect calls) 202-283-1103		6. SOLICITATION ISSUE DATE 05/11/2000	
9. ISSUED BY		CODE 20745003		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: 7389 SIZE STANDARD: \$5.0M		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS(15 CFR 700)	
Internal Revenue Service Constellation Centre 6009 Oxon Hill Road Oxon Hill, MD 20745						12. DISCOUNT TERMS	
15. DELIVER TO Internal Revenue Service New Carrollton Site 5000 Ellin Road LANHAM, MD 20706		CODE 20706000		16. ADMINISTERED BY Internal Revenue Service Constellation Centre 6009 Oxon Hill Road Oxon Hill, MD 20745		CODE 20745003	
17a. CONTRACTOR/OFFEROR		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY IRS/IRS-ADMINISTRATIVE SERVICES CENTER PO BOX E TELEPHONE # (304) 256-6000 BECKLEY, WV 25802	
TELEPHONE NO.						CODE INV0830	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See attached schedule (Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <u>2</u> OFFER DATED <u> </u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		35. ACCOUNT VERIFIED CORRECT FOR	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
				42a. RECEIVED BY (Print)		40. PAID BY	
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

PRICE SCHEDULE

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>U/I</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0001	Over-the Phone Interpreter (OPI) Services in Spanish, IAW the Statement of Work. BASE YEAR	NTE 415	HR		
0002	OPI Services in European Languages other than Spanish, IAW the Statement of Work. BASE YEAR	NTE 75	HR		
0003	OPI Services in Asian Languages, IAW the Statement of Work. BASE YEAR	NTE 225	HR		
0004	OPI Services in ALL Languages which are not European or Asian, IAW the Statement of Work. BASE YEAR	NTE 35	HR		
0005	Set-up fee for each IRS office requiring OPI Services. BASE YEAR	NTE 100	EA		
0006	Weekly Usage Reports, IAW the Statement of Work BASE YEAR	NTE 52	EA		

BASE YEAR TOTAL PRICE:

PRICE SCHEDULE

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>U/I</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0007	OPI Services in Spanish, IAW the Statement of Work. OPTION YEAR	NTE 550	HR		
0008	OPI Services in European Languages Other than Spanish, IAW the Statement of Work. OPTION YEAR	NTE 100	HR		
0009	OPI Services in Asian Languages, IAW the NTE Statement of Work. OPTION YEAR	NTE 300	HR		
0010	OPI Services in all Languages which are not European or Asian, IAW the Statement of Work. OPTION YEAR	NTE 50	HR		
0011	Set-up fee for each IRS office requiring OPI Services. OPTION YEAR	NTE 100	EA		
0012	Weekly Usage Reports, IAW the Statement of Work OPTION YEAR	NTE 52	EA		
OPTION YEAR TOTAL PRICE:					<hr/>
GRAND TOTAL PRICE:					<hr/>

OVER-THE-PHONE INTERPRETER SERVICES DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

1.0 BACKGROUND

1.1 IRS Customer Service (CS) requires over-the-phone interpreter (OPI) services to allow non-English speaking taxpayers the ability to communicate with Customer Service Representatives (CSR) who work in Walk-In offices. The OPI services shall serve to provide better quality service to non-English speaking customers. The primary purpose of the OPI service is to support the need to provide Walk-In service to taxpayers in languages others than English. The IRS Restructuring and Reform Act of 1998 (RRA98) paragraph 1167, requires that the IRS expand its services to non-English speaking taxpayers. To implement this law, the Commissioner of IRS, Charles O. Rossotti, issued the following policy statement on October 10, 1999.

To support the Internal Revenue Service's (IRS) commitment to provide top quality service to each taxpayer, the IRS will take necessary actions to help taxpayers understand and meet their tax responsibilities regardless of their inability to understand and speak English. Non-English speaking taxpayers' needs will be considered in all agency strategic and tactical plans. The IRS is committed to ensuring that our work force will have the necessary tools to interact appropriately with a diverse population.

1.2 The OPI service shall also provide a tool for Customer Service to collect data to evaluate the use and demand of OPI. The ability to plan and implement the expansion and development of a standardized multi-lingual service for taxpayers will provide better service to a greater number of taxpayers and allow the most effective use of resources.

1.3 Currently there are over 400 Walk-In offices that provide service to over 10 million taxpayers annually. These services include answers to tax questions, assistance in completing tax forms and returns, resolving payment/account problems and providing permits for foreign workers in the U.S. to leave the country. The issue of how to serve non-English speaking taxpayers has been a continuing concern expressed by IRS offices nationwide. Although the Service has examined this issue on numerous occasions, until the development of this project, there has not been a standard Service-wide policy regarding providing service to the non-English speaking taxpayer.

1.4 An internal task group, the Multi-lingual Customer Service Task Group conducted a study and identified a number of findings that indicated the need to implementing a Servicewide policy to address these issues. The findings that were most significant to this procurement were:

- The level of access for non-English speaking taxpayers is only 26% versus the goal of 70% for all taxpayers in 1997.
- IRS employees are providing interpretation on an ad-hoc basis around the country and often the interpretations are poor or incorrect.
- The level and quality of assistance provided to non-English speaking taxpayers varies greatly from site to site.
- Demand for Spanish language assistance in some sites is so great that assistance is either limited or completely eliminated.

1.5 “If you want compliance, you must be able to communicate.” This statement from the California Department of Motor Vehicles epitomizes the importance of establishing a Servicewide policy for non-English services. The continued rollout and data analysis of this project will allow the Service to address the findings listed above. Early implementation and analysis has shown that Multilingual Interpreter Service has been well received in the first three offices. However, since this project is still in only 20 of the 400 offices the Service needs to continue adding additional offices and gathering data that will allow us to determine the exact needs for interpreter service. Data will still need to be gathered to determine:

- Type of contact.
- Complexity of call.
- Languages translated.
- Demographic differences between sites.

1.6 The following offices are currently being served by the OPI for a total of 20 sites.

Seattle, WA	
Chicago, IL	2 sites
New York, NY	2 sites
Tacoma, WA	
Portland OR	
Brooklyn, NY	
Bronx, NY	
Morton Grove, IL	
Honolulu, HI	
Dallas, TX	2 sites
Fort Worth, TX	
Amarillo, TX	
Houston, TX	4 sites
Beaumont, TX	

1.7 Languages interpreted to date. This project began with three sites in June of 1999 and has grown to 20 sites currently. From current billing through March 2000, the interpreter services are used for the following languages. This

information is informational only, and in no way constitutes any guarantee to actual usage which will be required under the contract.

Spanish	59%	Greek	0.9%
Mandarin	14%	Taiwanese	0.9%
Cantonese	11%	Bosnian	0.7%
Vietnamese	4.7%	Turkish	0.3%
Russian	2.5%	Cambodian	0.3%
Polish	2.2%	Portuguese	0.3%
Korean	1.9%	Farsi	0.3%
French	1.9%	Amharic	0.3%
Japanese	1.4%	Somali	0.3%
Arabic	1.4%	Hindi	0.3%
Tagalog	1.3%	Tigrinya	0.3%
French	0.9%	Italian	0.3%
Arabic	0.9%	Haitian	0.1%

2.0 OPI SERVICES TO BE PERFORMED

2.1 Languages Required - Since the project is still in early stages of development and the exact number of languages that IRS may require is not yet known, the contractor shall have the experience, resources, and flexibility to provide OPI services on a very extensive list of languages. The current contract permits OPI in as many as 140 languages. The planned contract is intended to also provide the same assurance that IRS will be able to serve a potentially similarly extremely diverse population with OPI.

2.2 The contractor shall provide OPI service to IRS Customer Service Walk-In in the offices/sites listed in Section 1.6, and shall have the resources and flexibility to provide OPI services to additional IRS sites IAW items 0005 and 0011 of the solicitation's pricing schedule.

2.3 The contractor shall provide interpreter service from 8:00 AM Eastern Time to 4:30PM Pacific Time (Monday-Friday).

2.4 The contractor shall provide interpreter service on Saturdays from 8:00 AM Eastern Time to 12:30 PM Pacific Time during the filing season.

2.5 Services shall also be available the Sunday prior to April 15 each year from 12:00 PM Eastern Time to 5:00 PM Pacific Time.

2.6 The contractor shall provide an access code for the Walk-In offices currently utilizing an over the phone interpreter service and separate access codes for all additional Walk-In locations.

3.0 INTERPRETER SERVICES USAGE REPORTS

3.1 The contractor shall provide Interpreter Services Usage Reports on a weekly basis.

3.2 The contractor shall provide weekly data that consists of data for a period that begins Monday from 12:00 AM Eastern Time.

3.3 The contractor shall provide the weekly data Usage Report for review by 9:00AM Eastern Time the Tuesday following the Sunday 5:00 PM Pacific Time cutoff.

3.4 The contractor shall include the following items in the weekly Usage Report:

- Site where call originates
- Date of call
- Time of call
- Length of call
- Identity of language interpreted
- Total cost of call (to be provided on monthly invoice statement)
- Total number of lost calls (total number of unfulfilled interpretation request)
- Identification of the employee interpreting call

3.5 The contractor shall provide and make available the weekly Usage Report via E-mail.

4.0 ADDITIONAL CALL REQUIREMENTS

4.1 The contractor shall provide the identification of the interpreter at the initiation of the call.

4.2 The contractor shall not begin to initiate call charges until the interpreter has been added to the line.

4.3 The contractor shall ensure the certainty of 100% compliance at all times with the disclosure of taxpayer information provisions of this solicitation.

5.0 QUALITY OF INTERPRETER TRANSLATIONS

5.1 The contractor shall ensure that the interpreters who are employed to perform tasks described in this contract are rated at a minimum level of "Advanced" or above ("Advanced High or Superior") in oral proficiency exams in accordance to the standards of the American Council for the Teaching of Foreign Languages or have passed an interpreter's skill assessment test.

5.2 The contractor shall use sufficient quality control, including monitoring of phone calls as necessary, to ensure the OPI services provided are always at the level specified above. The IRS COTR may also notify the contractor of any instances where they were not, and timely corrective action will be taken by the contractor.

6.0 PERIOD OF PERFORMANCE

The base year shall be for the period of one year from the date of award. The contract will have one option year.

7.0 SECURITY/CONFIDENTIALITY REQUIREMENTS

The contractor shall have an effective security/confidentiality policy for all over-the-phone interpreters to ensure confidentiality of taxpayer information in 100% of cases.

8.0 TYPE OF CONTRACT

This will be an indefinite delivery/ indefinite quantity contract at specified fixed hourly rates/unit prices. The minimum amount guaranteed by the Government to be purchased in the base year of the contract is 100 hours of OPI, set-up fees for the locations at Section 1.6, and weekly usage reports once performance gets underway under the contract.

SECTION I

CONTRACT TERMS AND CONDITIONS

A. 52.212-4 CONTRACT TERMS AND CONDITIONS ---- COMMERCIAL ITEMS (May 1999)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights--

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee's rights to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727).

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.* The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include--

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice. Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.
- (h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) *Payment*. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
- (j) *Risk of loss*. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
 - (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
 - (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) *Taxes*. The contract price includes all applicable Federal, State, and local taxes and duties.
- (l) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the

Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

ADDENDUM TO FAR 52.212-4:

1. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.arnet.gov/far/facframe.html

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.215-5	FACSIMILIE PROPOSALS	OCT 1997
52.216-18	ORDERING	OCT 1995
	(a) "...the date of contract to begin actual performance November 1, 2000 through a one year period and during any option periods if the option periods are exercised."	
52.216-19	ORDER LIMITATIONS	OCT 1995
	(a) Minimum Order..."\$1,000.00 per task order (no minimum per call)"	
	(b) Maximum Order...	
	(1) "value of the contract"	
	(2) "value of the contract"	
	(3) "Not Applicable"	
	(d) "Not Applicable"	
52.216-22	INDEFINITE QUANTITY	OCT 1995
	(d) "30 days after contract expiration"	
52.217-5	EVALUATION OF OPTIONS	JUL 1990

52.217-8	OPTION TO EXTEND SERVICES “within thirty (30) days of contract expiration”	NOV 1999
52.217-9	OPTION TO EXTEND THE TERM OF THE CONTRACT (a) "...within thirty (30) calendar days of contract expiration..." (c) "...two (2) years" (d) "Not Applicable"	MAR 2000
52.232-7	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS	FEB 1997

2. IRS PRIVACY AND DISCLOSURE CLAUSES

1052.224-9000 DISCLOSURE OF INFORMATION – SAFEGUARDS (JAN 1998)

In performance of this contract, the contractor agrees to comply and assume responsibility for compliance by his/her employees with the following requirements:

- (1) All work shall be performed under the supervision of the contractor or the contractor's responsible employees.
- (2) Any return or return information made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor shall require prior written approval of the Internal Revenue Service. Requests to make such inspections or disclosures should be addressed to the IRS Contracting Officer.
- (3) Should a person (contractor or subcontractor) or one of his/her employees make any unauthorized inspection(s) or disclosure(s) of confidential tax information, the terms of the Default clause (FAR 52.249-8), incorporated herein by reference, may be invoked, and the person (contractor or subcontractor) will be considered to be in breach of this contract.

1052.224-9001 **DISCLOSURE OF INFORMATION – CRIMINAL/CIVIL
SANCTIONS (JAN 1998)**

- (1) Each officer or employee of any person (contractor or subcontractor) at any tier to whom returns or return information is or may be disclosed shall be notified in writing by the person (contractor or subcontractor) that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person (contractor or subcontractor) shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure plus in the case of willful disclosure or a disclosure which is the result of gross negligence, punitive damages, plus the cost of the action. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n).
- (2) Each officer or employee of any person (contractor or subcontractor) to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract and that inspection of any such returns or return information for a purpose or to an extent not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person (contractor or subcontractor) shall also notify each such officer and employee that any such unauthorized inspection of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection plus in the case of a willful inspection or an inspection which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRC Sections 7213A and 7431.
- (3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment

or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

1052.224-9002 DISCLOSURE OF INFORMATION – INSPECTION (DEC 1988)

The Internal Revenue Service shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, the Contracting Officer may require specific measures in cases where the contractor is found to be noncompliant with contract safeguards.

3. PROCEDURE FOR ORDERING OF INDIVIDUAL OPI SERVICES

(a) Task orders shall be issued by the contracting officer for blocks of not-to-exceed (NTE) hours at the rates stated in the contract line items (CLINs) price schedule. The contractor shall not at any time exceed the aggregate task order hours. The contractor shall be responsible for tracking the aggregate billable work performed and notifying the COTR and contracting officer in sufficient time to allow a task order for more NTE hours to be issued.

(b) IRS personnel will use their access codes to call the contractor for OPI services within the terms and conditions of this contract.

(c) Only authorized IRS personnel using an access code may call for OPI services.

(d) In addition to invoice requirements stated elsewhere in the contract, the contractor shall, on his invoices to the Government, correlate the invoices to the usage reports sufficiently to allow IRS verification that they both match.

4. CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE

The Contracting Officer's Technical Representative (COTR) for this contract is:

Treeva Purnell, IRS-OP:C:E:W:O
phone: 202/283-0415

The COTR will represent the Contracting Officer in the administration of technical details within the scope of this contract. The COTR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be

specified in the contract. The COTR is not otherwise authorized to make any representations or commitments of any kind on behalf of the Contracting Officer or the Government. The COTR does not have authority to alter the Contractor's obligations or to change the contract specifications, price, terms or conditions. If, as a result of technical discussions, it is desirable to modify contract obligations or the statement of work, changes will be issued in writing and signed by the Contracting Officer. The COTR assignment for this contract may be changed at any time by the Government without prior notice to the Contractor. The Contractor will be notified of the change.

5. PROJECT MANAGER

The Contractor's designated Project Manager for this contract is:

The Contractor shall provide a Project Manager for this contract who shall have the authority to make any no-cost contract technical, decisions, or special arrangement regarding this contract. The Project Manager shall be responsible for the overall management and coordination of this contract and shall act as the central point of contact with the Government. The Project Manager shall have full authority to act for the Contractor in the performance of the required services. The Project Manager, or a designated representative, shall meet with the COTR to discuss problem areas as they occur. The Project Manager, or designated representative shall respond within four hours after notification of the existence of a problem. The Project Manager shall be able to fluently read, write, and speak the English language.

6. ADMINISTRATIVE CONTRACTING OFFICER

The Contracting Officer for administration of this contract is:

(to be named at time of award)

The contract administrator is:

(to be named at time of award)

The Contracting Officer, in accordance with Subpart 1.6 of the Federal Acquisition Regulation, is the only person authorized to make or approve any changes in any of the requirements of this contract, and notwithstanding any clauses contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in cost incurred as a result thereof.

7. INVOICES

In addition to the requirements contained in FAR 52.212-4 (g)(1)-(8), for an invoice to be proper it must contain:

- (a) the contractor's taxpayer identification number/employer identification number
- (b) the date of each call
- (c) the time each call was initiated
- (d) the duration of the call, in one minute increments
- (e) the language interpreted for each call
- (f) the charge for each call in one minute increments, to the nearest minute - payment will be made based on minutes rather than hours
- (g) the client code, office, and IRS caller for each call
- (h) whatever other information is necessary to allow IRS correlation/verification of the usage reports and the invoices

The contractor shall provide a copy of all invoices to the COTR and Contracting Officer simultaneous to submission to the payment office.

**8. 1052.216-9000 TASK/DELIVERY ORDER (MAR 1996)
OMBUDSMAN**

- (a) In accordance with 41 U.S.C. 253j(e), the IRS Task Order/Delivery Order Contract Ombudsman is the Chief, policy and Procedures Branch, Office of Procurement Policy.
- (b) Ombudsman Responsibilities:
 - (i) address contractor concerns regarding compliance with the award procedures for task/delivery orders;
 - (ii) review contractor complaints on task/delivery order contracts;
 - (iii) ensure all contractors are afforded a fair opportunity to be considered for each task/delivery order, consistent with 41 U.S.C. 253j(b); and
 - (iv) when requested, maintain strict confidentiality of the vendor/contractor requesting assistance.
- (c) Exceptions:

The Ombudsman shall not participate in:

- (i) the evaluation of proposals submitted on the basic contract;
- (ii) the source selection process on the basic contract; or
- (iii) the adjudication of formal contract disputes arising under the basic contract or any individual order issued under it.

- (d) Interested parties may contact the Task/Delivery Order Contract Ombudsman by calling the Office of Procurement Policy or in writing at:

Internal Revenue Service Office of Procurement Policy A:P:P; 6009 Oxon Hill Rd. Oxon Hill, MD; Attn: Tim Shaughnessy

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (FEB 2000)

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755).

(2) 52.225-13, Restrictions on Certain Foreign Purchases (E.O.'s 12722, 12724, 13059, and 13067).

(3) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

 X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

 (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).

 X (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

 (4)(i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

 (ii) Alternate I to 52.219-5.

 (iii) Alternate II to 52.219-5.

 X (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

 (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4)).

 (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

 X (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer). [Evaluation adjustment – 10%]

(ii) X Alternate I of 52.219-23.

 X (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

 (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

 X (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)

 X (12) 52.222-26, Equal Opportunity (E.O. 11246).

- _X_ (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- _X_ (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- _X_ (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- ___ (16) 52.225-1, Buy American Act--Balance of Payments Program--Supplies (41 U.S.C. 10a - 10d).
- ___ (17)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program (41 U.S.C. 10a - 10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
- ___ (ii) Alternate I of 52.225-3.
- ___ (iii) Alternate II of 52.225-3.
- ___ (18) 52.225-5, Trade Agreements (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- ___ (19) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
- ___ (20) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
- ___ (21) [Reserved]
- _X_ (22) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).
- ___ (23) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).
- ___ (24) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
- ___ (25) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- ___ (26) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).
- (c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:
- ___ (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, *et seq.*).
- ___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- ___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- ___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- ___ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, *et seq.*).
- ___ (6) 52.222-50, Nondisplacement of Qualified Workers (Executive Order 12933).
- (d) *Comptroller General Examination of Record*. The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(End of clause)

SECTION II

CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

THE STATEMENT OF WORK IS CONTAINED ON PAGES 4–8 OF THE SOLICITATION.

SECTION III

SOLICITATION PROVISIONS

A. 52.212-1 INSTRUCTIONS TO OFFERS ---- COMMERCIAL ITEMS (NOV 1999)

(a) *Standard industrial classification (SIC) code and small business size standard.* The SIC code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers. (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any

or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards.* The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) *Availability of requirements documents cited in the solicitation.* (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--
GSA Federal Supply Service Specifications Section

Suite 8100

470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--

Department of Defense Single Stock Point (DoDSSP)

Building 4, Section D

700 Robbins Avenue

Philadelphia, PA 19111-5094

Telephone (215) 697-2667/2179

Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://www.dodssp.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Data Universal Numbering System (DUNS) Number.* (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at

<http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

ADDENDUM TO FAR 52.212-1:

1. SUBPARAGRAPH (b)(6): Offerors must return the pricing schedule with all information filled in.

2. ADDENDUM TO FAR 52.212-1 (c) *Period for acceptance of offers* - The offeror agrees to hold the prices in its offer firm for 75 calendar days...

3. CONTRACTOR SUBMISSION REQUIREMENTS FOR EVALUATION FOR AWARD UNDER SOLICITATION CLAUSE 52.212-2

(a) Offerors are expected to examine all instructions. Failure to do so will be at the offeror's risk.

(b) To aid in the evaluations, offers shall be clearly and concisely written as well as neat, indexed (cross-indexed as appropriate) and logically assembled. Prospective offerors are asked to bear in mind that all material submitted should be directly pertinent to the requirements of this solicitation. All pages of each part shall be appropriately numbered, and identified with the name of the offeror, the date, and the solicitation number to the extent practicable.

(c) Two complete copies of the offer, including all its support documentation, shall be submitted. The price proposal and technical proposal should be combined.

(d) Offerors shall list in their offer all languages they (a) already provide OPI services in, and (b) will agree in the contract to provide OPI in. All languages shall be associated with the CLIN description of their geographical location and priced thereby.

(e) Offerors shall include with their proposal a copy of their confidentiality policies (including training), and any other information about how they will ensure the confidentiality of taxpayer information interpreted IAW Section 7.0 of the SOW and the IRS privacy and disclosure clauses herein.

(f) *EVALUATION FACTORS INSTRUCTIONS*

FACTOR 1A, EXPERIENCE - The offeror shall submit sufficient documentation of their relevant experience of OPI work of similar scope, as a business entity, to allow the Government to evaluate this award factor as described in clause 52.212-2. This documentation should include relevant corporate history and descriptions of similar past contracts, and shall include such experience, as business entities, of any key subcontractor(s). A key subcontractor is defined in this instance as a company which will be subcontracted by the awardee to perform at least 20% of the OPI under the contract. Usage report experience should be included.

FACTOR 1B, PAST PERFORMANCE - Offerors shall provide the name of five of the offerors' customers (plus an additional five references for each key subcontractor) in the Government and/or the private sector over the past three years for the same or similar OPI services and include the approximate breadth and scope of OPI performed under each contract . **Offerors shall provide the name, phone number and fax number of a customer point of contact for each performance reference who will be able to respond, verbally or in writing, to a past performance market survey to be given them by the IRS.** The offeror shall be solely responsible for ensuring the points of contact and their phone and fax numbers are current, complete and accurate in all instances. The IRS shall bear no responsibility to make more than one or two efforts to contact the referenced customer at the phone or fax number provided by the offeror. IT IS STRONGLY REQUESTED THAT OFFERORS SUBMIT THEIR LIST OF CUSTOMER REFERENCES WITHIN TWO WEEKS OF DOWNLOADING OR OTHER RECEIPT OF THE SOLICITATION, PRIOR TO OFFER SUBMISSION, TO THE CONTRACTING OFFICER AT FAX # 202-283-1514, TO ALLOW THE SURVEY PROCESS TO GET UNDERWAY PRIOR TO THE SOLICITATION CLOSING. It is recommended that the offerors follow up with their reference points of contact (including those for key subcontractors) in order to assure they have responded to the IRS's past performance survey. Again, it shall not be the IRS's responsibility to follow up with past performance references who do not respond to our initial attempt to contact them, or for whom the phone or fax number provided by the offeror is inaccurate, incomplete, or outdated. The IRS reserves the right to contact other customers as well at its discretion, and to include the past performance information received as part of its evaluation. Offerors are authorized to provide information on problems encountered on the identified contracts and the offeror's corrective actions.

FACTOR 1C, CORPORATE RESOURCES -The offeror shall submit documentation of their relevant corporate resources to allow the Government to evaluate this award factor as described in clause 52.212-2. This documentation should include, but is not necessarily limited to, a statement of the number of interpreters employed by the offeror (and any key subcontractor) and their nationwide locations; résumés of project manager personnel; copies of plans described in clause 52.212-2; and details concerning descriptions and methodologies described in clause 52.212-2.

FACTOR 2, PRICE –

- (a) Offerors shall propose a set-up fee for each IRS office to require OPI Services under the contract.
- (b) Offerors shall propose a price for the weekly usage reports required under the contract.
- (c) Offerors shall propose four separate hourly rates for all OPI. The four hourly rates shall be: (i) Spanish; (ii) European Languages Other than Spanish; (iii) Asian Languages; and (iv) All Other Languages. These four language categories as defined in

this solicitation shall be treated as four labor categories for price evaluation as well as contractual purposes.

(d) *All* billable contractor direct and indirect costs, and fees, shall be incorporated into the proposed prices for set-up, weekly usage reports, and hourly rates.

(e) There shall be no monthly minimum charge under the contract, and no other contract charges to the Government that are not included as part of the offeror's proposed CLIN prices as per above.

FACTOR 3, SMALL DISADVANTAGED BUSINESS PARTICIPATION – Refer to and complete the small disadvantaged business participation clauses included in this solicitation, and also otherwise discuss planned SDB participation in the contract, if any.

4. DISCUSSIONS AND CORRESPONDENCE

All communications concerning the solicitation, including any of a technical nature, must be made through the Contracting Officer. All verbal communications should also be directed to that individual. In order to ensure questions concerning any technical aspect of the solicitation receive a timely response, these questions must be received by the Contracting Officer at least ten (10) calendar days before the due date for receipt of offers. After this date, the Government will make every effort, but cannot guarantee that questions submitted will be answered before the solicitation closing date.

52.212-2 EVALUATION—COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used, utilizing FAR Subpart 13.5 procedures, to evaluate offers:

EVALUATION FACTORS

The evaluation factors to be used for evaluating offerors' offers are listed below.

Factor 1 - Offeror Capability

- A. Experience
- B. Past Performance
- C. Corporate Resources

Factor 2 - Price

Factor 3 – Small Disadvantaged Business Participation

This is a best value source selection procurement. The offeror capability factor, in total, is considered significantly more important than the combination of price and small disadvantaged business participation factors for evaluation, provided the amount of

difference in price can be determined by the contracting officer to be commensurate with the difference in expected value to the Government.

Factor 1: Offeror Capability

The Government will evaluate the capability of the offerors that submitted acceptable offers. The Government will evaluate their capability on the basis of: (1) experience; (2) past performance; (3) corporate resources; and (4) ability to ensure the solicitation's privacy and disclosure requirements.

A. Experience

The Government will evaluate each offer to determine whether, during the past three years, the offeror has had the opportunity to learn about relevant work processes and procedures and about the nature, difficulties, uncertainties and risks associated with performing the work that will be required under the prospective contract. The government will try to determine how many opportunities an offeror has had to carry out those processes and procedures and to cope with those difficulties, uncertainties, and risk. Offerors with no relevant experience will be given a neutral rating for this subfactor.

B. Past Performance of the Company

The Government will evaluate past performance on contracts for the same or sufficiently similar over-the-phone interpreter services of comparable scope. In the investigation of the offeror's past performance, the Government will contact former customers and Government agencies, and other private and public sources of information and its investigation will include quality and timeliness of service, including fast and consistent connection times; variety of languages provided satisfactorily; effective management of the contract; and customer satisfaction. Offerors with no relevant performance history will be given a neutral rating for this subfactor.

C. Corporate Resources

The Government will evaluate the offeror's capability to provide sufficient staffing and other resources to effectively perform the scope and volume of work required in this solicitation; offeror's capability and commitment to train staff, if necessary, for successful performance; and offeror's plans for acquiring personnel and other resources not already available.

As detailed in Section 1.1 of the SOW, the IRS Restructuring and Reform Act of 1998 requires that the IRS expand its services to non-English speaking taxpayers. Section 1.7 of the SOW refers to languages OPI services have been used through March 2000. The offeror must have, or convincingly demonstrate the ability to obtain for timely performance of the contract, the resources to provide OPI in these languages.

Offerors must also be able to provide OPI services for a very wide variety of languages necessary to potentially meet the needs of all non-English speaking United States taxpayers. It is not feasible to list all these languages in this solicitation, however, for benchmark purposes, the current IRS contract provides for OPI in at least 140 languages. Higher evaluation scores for this factor will be given depending on the number of languages the offeror supports that he can provide OPI in.

2. Price

The Government will evaluate proposed prices, which must be proposed by offerors in accordance with the instructions provided in the addenda to clause 52.212-1 of the solicitation. The offeror must submit rates for all contract line items to be considered responsive/ eligible for contract award. Price analysis will be conducted in accordance with the applicable techniques cited in the Federal Acquisition Regulation text at 15.404-1.

3. Small Disadvantaged Business Participation

Projected Small Disadvantaged Business Participation IAW solicitation clauses 52.219-24 and 52.219-25 and any other planned SDB participation in the contract shall be an evaluation factor in the award, for all offerors.

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (FEB 2000)

(a) *Definitions.* As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

"Women-owned small business concern" means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN).*

* TIN: _____.

* TIN has been applied for.

* TIN is not required because:

* Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

* Offeror is an agency or instrumentality of a foreign government;

* Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

* Sole proprietorship;

* Partnership;

* Corporate entity (not tax-exempt);

* Corporate entity (tax-exempt);

* Government entity (Federal, State, or local);

* Foreign government;

* International organization per 26 CFR 1.6049-4;

* Other _____.

(5) *Common parent.*

* Offeror is not owned or controlled by a common parent;

* Name and TIN of common parent:

Name _____.

TIN _____.

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it * is, * is not a small business concern.

(2) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it * is, * is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it * is, * is not a women-owned small business concern.

Note: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

(4) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it * is a women-owned business concern.

(5) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(6) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.* [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).] The offeror represents as part of its offer that it * is, * is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees);
or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts). (Check one of the following):

<u>Number of Employees</u>	<u>Average Annual Gross Revenues</u>
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51—100	<input type="checkbox"/> \$1,000,001--\$2 million
<input type="checkbox"/> 101—250	<input type="checkbox"/> \$2,000,001--\$3.5 million
<input type="checkbox"/> 251--500	<input type="checkbox"/> \$3,500,001--\$5 million
<input type="checkbox"/> 501--750	<input type="checkbox"/> \$5,000,001--\$10 million
<input type="checkbox"/> 751--1,000	<input type="checkbox"/> \$10,000,001--\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(7) [Complete only if the solicitation contains the clause at FAR 52.219-23, *Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns*, or FAR 52.219-25, *Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting*, and the offeror desires a benefit based on its disadvantaged status.]

(i) *General.* The offeror represents that either--

(A) It * is, * is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is

owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It * has, * has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) * *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(d) *Representations required to implement provisions of Executive Order 11246--(1)* Previous contracts and compliance. The offeror represents that--

(i) It * has, * has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It * has, * has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that--

(i) It * has developed and has on file, * has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It * has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).* (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) *Buy American Act--Balance of Payments Program Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

Line Item No Country of Origin

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program Certificate*. (Applies only if the clause at FAR 52.225-3, *Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program*, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

NAFTA Country or Israeli End Products:

Line Item No Country of Origin

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No Country of Origin

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate I (Feb 2000)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian End Products:

Line Item No.

(List as necessary)

(3) *Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate II (Feb 2000)*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian or Israeli End Products:

Line Item No Country of Origin

[List as necessary]

(4) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products:

Line Item No Country of Origin

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549)*. The offeror certifies, to the best of its knowledge and belief, that--

- (1) The offeror and/or any of its principals * are, * are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and
- (2) * Have, * have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and * are, * are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

H. ADDENDUM TO FAR 52.212-3

1. COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS

- (a) The offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., the VETS-100 report required by the Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has [], has not [] submitted the most recent reports required by 38 U.S.C. 4212(d).
- (b) An offeror who has checked “has not” may not be awarded a contract until all the required reports are filed. (31 U.S.C. 1354)

2. 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

(a) *General.* This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) *Representations.* (1) *General.* The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

* (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

* (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance

with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) * *For Joint Ventures.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [*The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:_____.*]

(c) *Penalties and Remedies.* Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall--

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.